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**CRIMINAL PROCEDURE—VACATION OF JUDGMENT—POWER OF JUDGE.**—The defendant was convicted and sentenced to a reformatory. After he had begun the execution of the sentence, but during the same term at which it was passed upon him, the judge vacated his judgment and awarded a new trial. *Held*, the judge is without power to vacate the sentence. *People ex rel. Atty. Gen. v. Turney* (Ill.), 113 N. E. 105.

It is a well settled rule of the common law, adhered to until the present day, that when the judge signs the judgment roll and adjourns court the record becomes complete, and no sentence can then be changed or altered in any way. *Commonwealth v. Foster*, 122 Mass. 317. See *McCarthy v. State*, 56 Miss. 294. This is true even though the court may have reserved the right to change its sentence at a subsequent term. *Commonwealth v. Mayloy*, 57 Pa. St. 291. But during the continuance of the term, a court has complete control of its records and may change any sentence imposed at that term the execution of which has not been entered upon. *Regina v. Fitzgerald*, 1 Salk. 401; *King v. Price*, 6 East. 323; *Commonwealth v. Weymouth*, 2 Allen (Mass.) 144, 79 Am. Dec. 776. This right is based on the theory that all matters remain in the breast of the court during the term, and do not become final until the record is closed. *Co. Litt.* 260a; *Lee v. State*, 32 Ohio St. 113.

However, the great weight of authority holds that where, as in the principal case, the prisoner has entered upon the execution of his sentence the court has no further jurisdiction over him and his sentence can not be changed. *Brown v. Rice*, 57 Me. 55, 2 Am. Rep. 11; *Smith v. District Court*, 132 Ia. 603, 11 Ann. Cas. 296; *People v. Kelley*, 79 Mich. 320, 44 N. W. 615. Yet even where the sentence has been partially executed it has been held that it may be mitigated. *Matter of Brittain*, 93 N. C. 587; *State v. Whitt*, 117 N. C. 804, 23 S. E. 452. See *Plain v. State*, 60 Ga. 284. To permit the court to change its sentence after the execution of the sentence has been entered upon would have the effect of empowering a court to punish a prisoner twice for the same offense. *People v. Sullivan*, 54 Misc. 489, 106 N. Y. Supp. 143. See *Ex parte Lange*, 18 Wall (U. S.) 163. Of course, where the sentence has been fully executed it can not be changed at any time. *Ex parte Lange, supra*; *Pifer v. Commonwealth*, 14 Gratt. (Va.) 710.

**DEEDS—CANCELLATION—FAILURE TO FURNISH SUPPORT.**—The complainant conveyed land to the respondent in consideration of the latter's promise to support him for life. The son failed to support his father, and this suit is brought to have the deed cancelled. *Held*, the complainant is not entitled to cancellation of the deed. *Lowery v. Lowery* (Miss.), 71 South. 309.

Cases of this kind generally arise where old and infirm persons who are unable to work endeavor to provide a home for themselves by conveying their property to some near relative who promises to support and care for them. This agreement is not regarded as an ordinary obligation, and the courts will usually bend every effort, sacrificing technical rules if need be, to save the grantor harmless on account of his misplaced confidence. *Bruer v. Bruer*, 109 Minn. 206, 123 N. W. 813, 28 L. R. A.